



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



May 3, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER FOURTEEN TO AGREEMENT
NUMBER 75485 WITH WESTERN STATE DESIGN, INC. FOR CONTINUED
LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval to execute Sole Source Amendment Number Fourteen (Amendment) to Agreement Number 75485 (Agreement) with Western State Design, Inc. (WSD) to continue the provision of Laundry Equipment Maintenance and Repair Services (Services) at the Department's Pitchess Detention Center (PDC). The Agreement will expire June 19, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an amendment, substantially similar to the attached Amendment to: (1) extend the term of the Agreement for three years, from June 20, 2022, through June 19, 2025, with options to extend for up to three additional one-year option periods; (2) increase the Maximum Contract Sum by \$7,363,200; and (3) add/update County-mandated contract provisions.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

2. Delegate authority to the Sheriff, or his designee, to execute change orders and amendments to the Agreement as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Agreement in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Agreement to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Agreement, either in whole or in part, by provision of a thirty-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 8, 2014, the County's Chief Executive Office recommended that the Board authorize the Director of the County's Department of Public Works to proceed with the refurbishment of the laundry infrastructure and authorize the Internal Services Department to work with the Department as the County's Purchasing Agent, to proceed with the acquisition of new laundry equipment for the proposed Pitchess Laundry and Water Tanks Replacement Project.

Due to ongoing Department budget constraints, in addition to delays caused by the COVID-19 pandemic, only Phase 1 of the project has been completed, which only accounts for 40 percent of the needed refurbishment. The commencement dates for Phases 2 and 3 for the equipment replacement project are undetermined, as funding has not yet been identified. The estimated combined cost for Phases 2 and 3 is \$4 million.

This extension period is required to complete the refurbishment of the laundry facility infrastructure at PDC, and the subsequent replacement of the existing laundry equipment, which has exceeded its useful lifespan.

Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal III.3, - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by enabling the Department to manage its laundry operations efficiently and effectively. The Services also support the health and well-being of inmates housed in the Department's custody facilities by complying with State regulations for sanitary laundering of inmates' bedding, linens, and clothing.

FISCAL IMPACT/FINANCING

Funding is included in the Department's operating budget for the anticipated level of Services. The Department will continue to allocate funds to continue the Services through the duration of the Agreement as extended by the proposed Amendment.

Extension Year One	\$ 1,106,300
Extension Year Two	\$ 1,161,600
Extension Year Three	\$ 1,219,700
Extension Option Year One	\$ 1,262,400
Extension Option Year Two	\$ 1,299,900
Extension Option Year Three	\$ 1,313,300
Total all costs:	\$ 7,363,200

The proposed Amendment increases the Maximum Contract Sum by \$7,363,200 to \$23,357,527 from \$15,994,327. The hourly billing rate for after-hours emergency Services, which has not been revised since 2005, has increased from \$78.00 to \$149.00/hour. The County has not required emergency Services at any time during the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 20, 2005, the Board approved the Agreement with WSD.

On October 20, 2009, the Board delegated authority to the Sheriff to execute Amendment Number One to add two additional option years in exchange for WSD's waiver of its negotiated increases in annual fees and increase the Maximum Contract Sum to accommodate the two additional option years.

On June 4, 2013, Amendment Number Five was approved by the Board extending the Agreement for one year.

On June 10, 2014, Amendment Number Six was approved by the Board extending the Agreement for one year with an option to extend for up to an additional twelve months.

On May 31, 2016, Amendment Number Eight was approved by the Board extending the Agreement for two years with an option to extend for up to an additional twelve months.

On May 21, 2019, Amendment Number Twelve was approved by the Board extending the Agreement for two years with an option to extend for up to an additional twelve months.

CONTRACTING PROCESS

WSD is in compliance with all Board and Chief Executive Office requirements. The Department operates its laundry processing facilities in compliance with standards published under the California Code of Regulations, Titles 15, and 22. The Department must ensure that processing soiled inmate laundry continues without interruption. The

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Department believes it is not in the County's best interest to move forward with a solicitation for a replacement Services contract until the PDC laundry facility infrastructure is refurbished and all obsolete laundry equipment is replaced.

On November 17, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Agreement.

The proposed Amendment updates or adds County-mandated provisions and requirements, including "Assignment and Delegation/Mergers or Acquisitions" and "Covid-19 Vaccinations of County Contractor Personnel."

The proposed Amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the Department to continue engaging WSD to perform the Services necessary to ensure reliable operation of the Department's laundry services until the refurbishment and replacement project is complete.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI
UNDERSHERIFF

**AMENDMENT NUMBER FOURTEEN
TO
AGREEMENT NUMBER 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Amendment Number Fourteen (Amendment) to Agreement Number 75485 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Western State Design, Inc. (Contractor), effective upon execution by the Sheriff.

- A. WHEREAS, on December 20, 2005, County and Western State Design, Inc., a California Corporation, entered into Agreement Number 75485 for Laundry Equipment Maintenance and Repair Services; and
- B. WHEREAS, the Agreement had an initial three (3) year Term with two (2) one year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective December 20, 2008, County and Western State Design, Inc., a California Corporation, executed Change Notice Number Two to extend the Term of the Agreement from December 20, 2008, through December 19, 2009; and
- D. WHEREAS, on November 18, 2009, County and Western State Design, Inc., a California Corporation, agreed to extend the Term of the Agreement from December 20, 2009, through December 19, 2010 through written notification from County; and
- E. WHEREAS, effective December 20, 2009, County and Western State Design, Inc., a California Corporation, entered into Amendment Number One to waive Contractor's 4.76% escalation in annual fees, in exchange for the addition of two (2) additional option year periods to the Agreement; and increased the Maximum Contract Sum to \$7,100,576 to accommodate the two additional option years; and
- F. WHEREAS, on November 10, 2010, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Two to extend the Term of the Agreement from December 20, 2010, through December 19, 2011; and
- G. WHEREAS, on October 19, 2011, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Three to extend the Term of the Agreement from December 20, 2011, through December 19, 2012; and
- H. WHEREAS, on December 18, 2012, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Four to extend the Term of the Agreement from December 20, 2012, through June 19, 2013; and

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- I. WHEREAS, on June 4, 2013, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Five to extend the Term of the Agreement from June 20, 2013, through June 19, 2014; and
- J. WHEREAS, on June 10, 2014, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Six to (1) extend the Term of the Agreement for an additional one year period from June 20, 2014, through June 19, 2015, with an option to extend for up to an additional twelve months, in any increment, (2) delete one facility and equipment and add additional facilities and equipment, (3) increase the Maximum Contract Sum of the Agreement, (4) update Exhibit C1 (Price Schedule) of the Agreement, and (5) add the County-mandated provision regarding Time Off for Voting; and
- K. WHEREAS, on May 6, 2015, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Seven to (1) extend the Term of the Agreement for an additional one year period to exercise the final twelve-month option period from June 20, 2015, through June 19, 2016, and (2) revise the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants; and
- L. WHEREAS, on May 31, 2016, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Eight to (1) extend the Term of the Agreement for an additional two year period from June 20, 2016, through June 19, 2018, with an option to extend for up to an additional twelve months, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to delete one facility and equipment from the Agreement, and (4) update Exhibit C1 (Price Schedule) of the Agreement to add the costs for the two-year extension and the twelve-month option period to the Agreement; and
- M. WHEREAS, on January 11, 2017, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Nine to (1) memorialize the acquisition and assignment as required under Paragraph 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of the Agreement, (2) update County's contact information in Paragraph 10.0 (Invoices and Payments), (3) update County's contact information in Paragraph 12.0 (Notices), (4) update County's contact information in Paragraph 13.0 (Indemnification and Insurance), and (5) add the County-mandated provision regarding Compliance with County's Zero Tolerance Policy on Human Trafficking; and

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- N. WHEREAS, on May 15, 2018, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Ten to (1) exercise the final twelve-month option period from June 20, 2018, through June 19, 2019, (2) update Paragraph 3.0 (Administration of Agreement-County) to update the County Project Director information, (3) update Paragraph 3.0 (Administration of Agreement-County) to update the County Project Manager information, (4) update Paragraph 10.0 (Invoices and Payments) to update the County's contact information, (5) update Paragraph 12.0 (Notices) to update the County's contact information, (6) update Paragraph 13.0 (Indemnification and Insurance) to update the County's contact information, (7) update the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants, (8) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, (9) update the County-mandated provision regarding the County's Quality Assurance Plan, and (10) update the County-mandated provision regarding the Safely Surrendered Baby Law; and
- O. WHEREAS, on January 8, 2019, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Eleven to (1) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices, (2) add the County-mandated provision regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, (3) add the County-mandated provision regarding Compliance with the County Policy of Equity, (4) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to replace Equipment, add new Equipment, and delete Fire Camps facilities with no change to Exhibit C1 (Price Schedule), and (5) add Exhibit H (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement; and
- P. WHEREAS, on May 21, 2019, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Twelve to (1) extend the Term of the Agreement for an additional two-year period from June 20, 2019, through June 19, 2021, with an option to extend for up to an additional twelve months, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C1 (Price Schedule) of the Agreement to add the cost for the two-year extension and the twelve-month option period, and (4) update Paragraph 3.0 (Administration of Agreement – County) of the Agreement to update the County Project Director and County Project Manager; and
- Q. WHEREAS, on June 14, 2021, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Thirteen to (1) exercise the final twelve-month option period from June 20, 2021, through June 19, 2022,

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(2) update Paragraph 13.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of the Agreement, (3) update the County-mandated provision regarding Consideration of Hiring County Employees Targeted for Layoff/ or Re-Employment List, (4) update the County-mandated provision regarding Facsimile, (5) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s), (6) add the County-mandated provision regarding Warranty of Compliance with County's Defaulted Property Tax Reduction Program (7) add the County-mandated provision regarding Termination for Breach of Warranty to maintain Compliance with County's Defaulted Property Tax Reduction Program, (8) update Subparagraph 8.9 (Computer Software and Hardware) of Exhibit B (Statement of Work) of the Agreement, and (9) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement to replace Equipment, and add new Equipment with no change to Exhibit C1 (Price Schedule) of the Agreement; and

R. WHEREAS, the Agreement will expire June 19, 2022; and

S. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional three-year period from June 20, 2022, through June 19, 2025, with an option to extend for up to an additional three one-year periods, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update the County-mandated provision regarding Assignment by Contractor, and (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor personnel; and (5) add Attachment I to Exhibit C1 (Price Schedule) of the Agreement to add the cost for the three-year extension and the three one-year extension option periods, and (6) update Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement to update the after-hours rate of pay and billing rate; and (7) add Exhibit I (COVID-19 Vaccinations of County Contractor Personnel) of the Agreement in accordance with the County-mandated provision.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

1. Paragraph 7.0 (Term) of the Agreement, is deleted in its entirety and replaced as follows to extend the Term of the Agreement from June 20, 2022, through and including June 19, 2025, with three additional one-year extension option periods, in any increment:

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7.0 TERM

- 7.1 The Term of the Agreement shall commence December 20, 2005, and shall continue through June 19, 2025 (hereinafter "Initial Term").
- 7.2 At the end of the Initial Term, County may, at its sole option, extend the Term of this Agreement for up to three one-year option periods (collectively hereinafter "Extension Options"). County shall be deemed to have exercised each Extension Option automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Extension Option as applicable, County notifies Contractor in writing that it elects not to extend this Agreement pursuant to this Paragraph 7 (Term). If County elects not exercise an Extension Option to extend at the end of the Initial Term, this Agreement shall expire.
- 7.3 The Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with a 30-day advance written notice of such termination.
- 7.4 The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

- 2. Paragraph 8.3 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$7,363,200 for the additional three-year period, and the additional three one-year extension option periods:

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under the Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed twenty three million, three hundred fifty-seven thousand, five hundred twenty-seven dollars (\$23,357,527) which includes a one million, one hundred thousand dollar (\$1,100,000) allowance for off-hours emergency maintenance and repair services, which shall be paid

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according to the rates set forth in Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement.

3. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) of the Agreement shall be deleted in its entirety and replaced as follows to update the County-mandated provision:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 40.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 40.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 40.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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4. Paragraph 64.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County mandated provision:

64.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 64.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services").
- 64.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 64.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type,

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and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 64.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Agreement is with.

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64.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

5. Attachment I to Exhibit C1 (Price Schedule), attached hereto, is added to the Agreement.
6. Exhibit C2 (After Hours Rate of Pay and Billing Rate) to the Agreement is deleted in its entirety and replaced with the attached Exhibit C2 (After-Hours Billing Rate) to update the information therein.
7. Exhibit I (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
8. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.
9. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Fourteen to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

WESTERN STATE DESIGN, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By: Signature on file
Michele Jackson
Principal Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

EXHIBIT C2

AFTER-HOURS BILLING RATE

Contractor is required to be on-site between 4:30 a.m. and 10:30 p.m., Mondays through Fridays, on one Saturday a month and on weekends, as needed. For any other time when Contractor's services are required, Contractor shall be paid the after-hour rates specified below.

<u>CLASSIFICATION</u>	<u>AFTER-HOURS BILLING RATE</u>
Technical Manager	\$149.00/hr.
Technician/Laundry Engineer	\$125.00/hr.

ATTACHMENT I TO EXHIBIT C1

PRICE SCHEDULE

ADDED UNDER AMENDMENT NUMBER FOURTEEN

Contractor shall be paid for the Term of the Agreement, including all Extension Years and Option Terms, according to the following Price Schedule.

All prices shall remain fixed for the duration of the Agreement.

[illegible]

Pitchess Detention Center (PDC) South Facility Laundry Operations

[illegible][illegible][illegible][illegible][illegible][illegible]